

INDIAN INSTITUTE OF TECHNOLOGY PATNA

Name of Work: - 'Electrical works to provide power to several machine in the department of Computer Science in Academic Building-2 and Chemical & Biochemical Engineering in academic building 1'.

March- 2024

TENDER DOCUMENT

INDIAN INSTITUTE OF TECHNOLOGY, PATNA
Bihta, Patna-801106 (Bihar)

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INDIAN INSTITUTE OF TECHNOLOGY, PATNA
Bihta, Patna-801106 (Bihar)

1. Notice Inviting e-Tender

The HOD(IWD), Indian Institute of Technology Patna, invites E- tenders item rate on prescribed tender documents under two bid system for the work of **‘Electrical works to provide power to several machine in the department of Computer Science in Academic Building-2 and Chemical & Biochemical Engineering in academic building 1’** from the reputed, resourceful and experienced Firms/ Contractors who have executed similar nature works in any Central / State Government /PSU and who fulfill other eligibility criteria of Tender Document. Tender notice available on www.eprocure.gov.in/eprocure/app, www.iitp.ac.in.

a)	Bidding Document No.	IITP/IWD/Elect. /A/NIT-10/23-24
b)	Name of Work	‘Electrical works to provide power to several machine in the department of Computer Science in Academic Building-2 and Chemical & Biochemical Engineering in academic building 1’
c)	Estimated cost put to the Tender	Rs. 1118974/- (Rupees Eleven lac Eighteen Thousand Nine Hundred Seventy-Four only).
d)	Time Period for completion	30 days
e)	Cost of Tender document.	NIL
f)	Earnest Money Deposit (EMD)	Earnest money Deposit (EMD) of Rs 22380/- (Rupees Twenty-Two Thousand Three Hundred Eighty Only) to be deposited in the institute’s account through SBI i-collect and the receipt of submission is to be uploaded along with bid documents. For details regarding submission of EMD, the webpage with following link may be visited: https://www.iitp.ac.in/images/pdf/snp/SBI%20I-Collect.pdf Alternatively, the bidders may provide DD in favor of IIT Patna and the original should reach IITP latest by the last date of bid submission.
g)	Bid Submission Start Date and Time	03.00 hrs. on 22.03.2024
h)	Bid Submission End Date and Time	03.00 hrs. on 12.04.2024

i)	Date and Time for Opening of Bid	03.30 hrs. on 15 .04.2024
j)	Defect Liability period	1 Years from the date of completion.
k)	Payment Terms	Payment may be released after submission of invoice against full & final completion of works within a maximum time of 45 days. No RA bill will be entertained in any case.
l)	Validity of Offer	90 Days from the date of opening of bid
m)	Address for Communication	Executive Engineer, Electrical (Institute Works Department) Indian Institute of Technology Patna, Kanpa Road, Bihta, Patna-801106 Phone: - 06115-233710, E-mail: - ee_electrical@iitp.ac.in

The tender document can be downloaded from website. Corrigendum, if any would appear on the www.eprocure.gov.in/eprocure/app and IIT Patna website. IIT Patna reserves the right to reject any or all the tenders in part or full without assigning any reasons thereof.

2. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the BG/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be

displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

3. Information and instructions for Bidder

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

- a. Information and instructions for Contractors will form part of NIT and to be uploaded on **<http://www.eprocure.gov.in/eprocure/app>**, IITPATNA website.
- b. The bid document consisting of scope of works and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **<http://www.eprocure.gov.in/eprocure/app>**. But the bid can only be submitted after uploading the mandatory scanned documents as per Eligibility Criteria.
- c. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
- d. The bidder must ensure to quote rate for each items separately in the specified column. If any column of rate against any item remains left blank by the bidder, it shall be treated that the bidder has quoted nil rate for that and the item will be executed by the bidder free of cost.
- e. IIT Patna shall not be responsible for non-receipt bid due to internet issues or any other reasons.
- f. The work is estimated to cost Rs. 1118974/- .This estimate however, is given merely as a rough guide.
- g. Tender documents consisting of specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen on website **<http://www.eprocure.gov.in/eprocure/app>**.
- h. The information and instructions for tenderers / bidders posted on the web-site shall form part of bid/tender documents.
- i. The bid can only be submitted after scanning and uploading the mandatory details within the period of tender submission as per critical data sheet.
- j. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5 % (Five Percent) of the tendered amount within 7 days after issuing of work order. This guarantee shall be in the form Banker's cheque of any scheduled bank /Bank Guarantee of any scheduled bank/through online payment in Institute A/C/Account Payee DD. EMD will be forfeited if performance guarantee is not submitted in time. Performance Guarantee will be returned only after completion of defect liability period of one year.
- k. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/ contractor on acceptance of his tender by the Accepting Authority, shall sign the contract Agreement consisting of the notice inviting tender and all the documents.
- l. There shall be defect liability period of 1 Years from date of successful completion/handover. During defect liability period, contractor has to rectify/replace defected items.

- m. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- n. The competent authority does not bind itself to accept the lowest or any other tender and reserves the right to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- o. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- p. Tender for the works shall remain open for acceptance for a period of ninety days (90) from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, shall not be allowed to participate in the re-tendering process of work.
- q. In case the contractor fails to commence the work specified in the tender documents on 7th day or such time as may be mentioned in the letter of award or from the date of handing over the site wherever is later, the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- r. The time allowed for carrying out the work is 30 days from the date of acceptance of Work Order.
- s. The bidders may contact (Ph: - 06115-233710) or reach to office of EE (Electrical), IWD, IIT Patna for any clarification during the office hrs. from 4 P.M to 5 P.M during bid period. After no request will be attended in any case.
- t. The Bidder(s) may note that ONLINE BIDS will only be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed in any case.
- u. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITP reserves the right to accept or reject any or all the tenders.
- v. Conditional tenders will be summarily rejected.

4. Eligibility Criteria:

Contractors/ vendors who fulfill the following requirements shall be eligible to apply.

Eligibility criteria: -. Applications from consortium/ joint ventures shall not be accepted. Experience of only the bidding entity shall be considered.

(A)

The applicant has successfully completed following works with Central/State Government Organization/ Central Autonomous Body/State Autonomous Body/ Public Sector Undertaking/.

(i) One *similar completed work costing not less than the amount equal to 80% of the estimated cost.

OR

(ii) Two *similar completed works costing not less than the amount equal to 60% of the estimated cost.

OR

(iii) Three *similar completed works costing not less than the amount equal to 40% of the estimated cost.

"Similar work" shall mean 'Internal Electrical Work' during last seven years ending previous day of last date of submission of application.

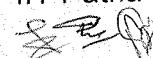
List of Documents to be uploaded along with the bid:

- a) Scanned copy of Experience certificates as defined in Eligibility Criteria.
- b) Scanned copy of GST No and Scanned copy of Pan Card.
- c) Scanned copy of Audited Annual Accounts for Financial Years 2020-2021, 2021-2022 and 2022-23/Three consecutive F.Y ending 31.03.2022. Scanned copy of Average Annual Turnover for last three Financial Years i.e. 2020-2021, 2021-2022 and 2022-2023 should not be less than estimated value of work.
- d) Scanned copy of EPF & ESI Registration Certificate (If applicable) or undertaking for non-applicability.
- e) Valid Electrical License.
- f) Scanned copy of Annexure-I, II, III, IV

Note: - Bid will be evaluated along with above mentioned documents/credential (i.e. from a to f). Do not upload any other irrelevant documents.

U.S.P.

Registrar
IIT Patna



5. General terms and Conditions

- 1) Engaged manpower should not be paid less than minimum wages and allowances notified by Govt. time to time. Wage payment details of engaged manpower should be furnished to IITP when asked. Agency must follow the all labor relevant act and regulation.
- 2) At any stage, if it is opined by IITP Authority that the agency is not performing satisfactorily as per system requirement, IIT reverses right to terminate the contract as deemed fit after giving 7 days' notice. In such a situation, IIT may engage another agency on contractor's Risk and Cost. The security deposit of the agency will be forfeited by the Institute, if agency leaves the contract before contract ending period or non-completion of the full contract.
- 3) If Agency fails to execute the work after issuance of Work Order by IIT Patna, Agency will be debarred from any work in IIT Patna for a period of one year.
- 4) All safety measures will be the responsibility of agency at their own cost. The agency will be solely held responsible for any accident occurring due to non-compliances of safety measures.
- 5) Copies of drawings and SLD pertaining to the work can be seen by the bidders at office of the Engineer-in-charge, if available.
- 6) IITP reserves the right to reject any tender/bid wholly or partly without assigning any reason.
- 7) IITP shall have the right to verify the particulars furnished by the bidder independently.
- 8) Additional conditions specifications, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- 9) The bid submitted shall become invalid if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder has not submitted taxation authority's registration certificate and labor law registration certificate such as service tax/ GST/CST /ESIC/EPF etc. as stipulated in the bid Document. (If applicable)
- 10) The acceptance of a tender will rest with the Competent Authority IIT Patna who does not bind him to accept the lowest tender and reserves to himself the, authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in all respects are liable to be rejected.
- 11) Quantity in BOQ may increase or decrease as per IIT Patna requirement without any changes in rate as directed by Engineer-In-Charge.
- 12) In any case if work order is not issued or delayed IIT Patna can not give any compensation to the agency.

6. TECHNICAL SPECIFICATIONS(Electrical)

1. The work shall be carried out as per national code or C. P. W. D specifications for works with correction slips issued up-to date unless otherwise specified in the schedule of quantities for the works.
2. The following Indian Standard Specifications and Codes of Practice will apply to the equipment and the work covered by the scope of this contract. In addition, the relevant clauses of the Indian Electricity Act 1910 and Indian Electricity Rules 1956 as amended up to date shall also apply. Wherever appropriate Indian Standards are not available, relevant British and/or IEC Standards shall be applicable.

CPWD General Specifications for Electrical Works to be followed:

(Part I - Internal) - 2013.

(Part II - External) - 2007.

(Part IV - Substation) - 2007.

(Part VII – DG Set) - 2006

3. All the labor rules, regulations are to be followed while performing the work.
4. CPWD work manual will be preferred in any case.

7. LIST OF APPROVED MAKES.

1.	FRLS Copper Conductor /Cable	<ul style="list-style-type: none">• Havell's, RR Kabel, Polycab, KEI• Or Substantially equivalent as approved by E-in-Charge
2.	VTPN/SPN Distribution Box, MCCB, MCB and other switchgear	<ul style="list-style-type: none">• Legrand, Schnieder Electric, ABB• Or Substantially equivalent as approved by E-in-Charge
3.	Cable Gland , Lug	<ul style="list-style-type: none">• Commet Dowells• Or Substantially equivalent as approved by E-in-Charge
4.	Exhaust Fan	<ul style="list-style-type: none">• Bajaj, Havell's, Crompton• Or Substantially equivalent as approved by E-in-Charge
5.	All other materials	<ul style="list-style-type: none">• Make to be approved by Engineer in charge before use of work.

8- SCHEDULES

SCHEDULE `A`

Schedule of quantities enclosed.

SCHEDULE `B`

Schedule of materials to be issued to the contractor.

- Nil -

SCHEDULE `C`

Tools and plants shall be hired to the contractor by the Institute.

- Nil -

SCHEDULE `D`

Extra schedule for specific requirements/ document for the work, if any.

- Nil -

SCHEDULE `E`

Schedule of components of cement, steel & other materials Labor etc. for price escalation.

- Nil -

SCHEDULE `F`

Refer to Conditions and Clauses of document.

Definitions :		
i)	HOD(IWD)	Head In charge.
ii)	Department	Institute Works Department
iii)	Engineer-in-Charge	EE(Electrical)
iv)	Tender Accepting Authority	Registrar, Indian Institute of Technology Patna

v)	COPH	15 %
vi)	Standard Schedule of Rates	(i). C.P.W.D. Delhi Schedule of Rates 2022 with up to date correction slips issued up to the date of receipt of tenders.
(vii)	Time allowed for submission of performance guarantee from the date of issue of letter of acceptance.	7 days
(viii)	Authority to give fair & reasonable extension of time for completion of work.	Registrar, IIT Patna

9 - SPECIAL TERMS & CONDITIONS

1. Rates quoted in the financial bid must be inclusive of all central, state, local taxes, insurances, levy, cess, transportation & accommodation charge, contractor profit etc. including trade tax on works contract and GST applicable. There should be no increase or variation in the tendered price even in case of changes in GST/service tax, etc. Rate are also inclusive of payment to the Labor Department in accordance with the prevailing Labor law, including all statutory liability fixed by the Labor commissioner or any other law enforcement agency.
2. The rates quoted against work should be for the complete finished item of Work and include all labor, material, taxes, overhead, duties, cess, insurance etc. Sales tax or any other tax in respect of this Contract shall be payable by the contractor and IITP will not entertain any claim whatsoever in this respect. So the rates are to be quoted are inclusive of all taxes.
3. Agency shall be solely responsible for payment of wages/salaries and allowances to their personnel as per the rules or act applicable under government order. All central, state, local laws & bye laws applicable will be obeyed by the agency.
4. Without taking prior approval from the IITP Engineer-in -charge, no fittings/materials will be removed for the purpose of repairs/replacement.
5. The agency shall further keep the IITP Engineer-in-charge indemnified against any loss to the IITP property and assets. The IITP shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the agency under this contract.
6. The agency shall ensure that the persons so deployed do not allow any property of the IITP related to Equipment's to be taken out of the premises without a Gate Pass signed by the designated officials of the IITP.
7. The agency shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to IIT Patna and The agency shall comply with the statutory provisions of Contract Labor (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statues that may be applicable to them. The agency shall indemnify the Institute against all claims which may be made upon the Institute whether under the aforesaid statutes or any other statute in force during the currency of this contract.
8. In the event of the agency committing a default or breach of any of the provisions of the Labor Laws including the provisions of Contract Labor (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the IIT Patna, a sum as may be claimed by IIT Patna.
9. Agency shall keep the IIT Patna indemnified against all claims whatsoever in respect of the employees deployed by the agency, in case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the agency to contest the same. In case IIT Patna is made party and is supposed to contest the case, the IIT Patna will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the agency to IIT Patna on demand. Further, the agency shall ensure that no financial or any other liability comes on IIT Patna in this respect of any nature whatsoever and shall keep IIT Patna indemnified in this respect.

10. No accommodation facility will be provided by the IIT Patna.
11. Income tax/ other applicable taxes if any will be deducted at source as per the rules in force from the bill and the amount so deducted will be credited to the Income tax/concerned authority and a certificate of the amount credit will be issued by the Account Section of Institute.
12. Institute reserve the right to curtail or enhance the scope of work either by deletion of certain items entirely or by reducing/increasing the quantities of certain items as required and reviewed by the Institute from time to time and therefore, the final value of the work shall be worked out and paid to the extent of work actually carried out.
13. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Director, IIT Patna & his decision will be final and binding.
14. IIT Patna shall not be responsible for any expense incurred by bidders in connection with the preparation & submission of their bids, site visit and other expenses incurred during bidding process.
15. The Arbitrator may give interim awards and/or directions, as may be required, Subject to the aforesaid provisions the Arbitrator & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
16. Bidder should not be under liquidation, court receivership or similar proceeding and shall submit certificate for the same.
17. **Penalty Clauses:** If work is not carried out as per schedule, a penalty will be imposed @ 1 % per week or part thereof subject to the maximum of 10 % of total bill value.
18. **Force Majeure:** -
- a) Notwithstanding the provisions stated above, failure to provide the services by agency shall not be liable for forfeiture of its security or penalty & not be constructed as breach of contract at an event of force majeure.
 - b) For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the God or events such as wars or revolutions fires, floods.
 - c) If a Force Majeure situation arises, the agency/ service provider shall promptly notify the Engineer In-Charge in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
19. **Theft of Parts:** - Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by his workers/staff and shall replace the items under such category. Any loss occurred due to negligence will be recovered from the agency.
20. **JURISDICTION:** Disputes of any nature that may be arise in connection with the execution of this order shall be governed by the laws of India and subject to the jurisdiction of courts situated in Patna, India only.

10-ANNEXURES

Annexure-I

IDMENNITY BOND

(On Non- Judicial Stamp Paper of Rs. 100/-)

Know all men by these presents that I/We do hereby execute Indemnity Bond in favor of the IITP on this _____ day of _____ 2024.
WHEREAS, IIT Patna, HOD(IWD) has appointed the contractors for proposed work at IIT Patna.

THIS DEED WITNESS AS FOLLOWS:

I/We hereby do Indemnify and save harmless IIT Patna, Registrar against any third-party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing /executed works by me/us.

Any damages and loss or expense due to or resulting from any negligence or breach of duty on the part of me/us or my sub-contractors if any, servants or agents.
Any claim by an employee of mine/ours or of sub-contractors if any, under the workmen's Compensation Act and Owners liability Act 1939 or any other law, rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of land and in the course of execution of the contract work and/or arising out of and in the course of employment of any workman/employee.
Any act or omission of mine/ours of sub-contractors if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

NAME AND ADDRESS
Contractor

IN WITNESS WHEREOF THE has set his/their hand on this day
_____ of _____ 2024.

SIGNED AND DELIVERED BY THE

AFORESAID _____

IN THE PRESENCE OF WITNESSES:

1.

2.

ANNEXURE - II

TENDER ACCEPTANCE LETTER

(On Company / firm's Letterhead)

Date:

To,
The Registrar
I.I.T. Patna,
Bihta, Patna – 801106.

Sir,
Ref: Tender No. IITP/IWD/Elect. /A/NIT-10/23-24 for “Electrical works to provide power to several machine in the department of Computer Science in Academic Building-2 and Chemical & Biochemical Engineering in academic building 1’.

I/we have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document as per your advertisement,

1. I/we declare that all the provisions of this Tender are unconditionally acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. 1 to 22 (including all documents like annexure(s), schedules(s), etc..) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your department /organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/we certify that all information furnished by the our Firm is true and correct and if at any stage, it has been found that the agency has furnished any wrong declaration / forged documents, the Competent Authority of IIT Patna may terminate contract with immediate effect without assigning any reason there of and suitable legal action should be taken against the agency which may include blacklisting / debarment from participating in any tender of IIT Patna for the period, approved by the competent authority.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - III

DECLARATION OF ANNUAL TURNOVER (Balance Sheet)
(On Company / firm's Letterhead)

Date:

To,
The Registrar
I.I.T. Patna,
Bihta, Patna – 801106.

Sir,

Ref: IITP/IWD/Elect. /A/NIT-08/23-24 for 'Electrical works to provide power to several machine in the department of Computer Science in Academic Building-2 and Chemical & Biochemical Engineering in academic building 1'.

1) I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references:

F. Y. 2020 – 21	
F. Y. 2021 – 22	
F. Y. 2022 – 23	

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - IV

DETAILS OF THE FIRM

Ref: Tender No. IITP/IWD/Elect. /A/NIT-10/23-24

1.	Name of Firm	
2.	Registered/Postal Address	
3.	Working Office Address in Patna	
4.	Working Email id	
5.	Telephone no/Fax no/Mobile	
6.	Particulars of Registration with various government bodies/organization.	
7.	Details of Similar nature projects completed during past seven years.(Attach separate sheet if needed)	
8.	Were you ever debarred/ blacklisted by any department during the past three years?	
9.	Name of Directors /Partners with Address	
10.	Permanent Account Number (PAN) No	
11.	GST Registration No.	
12.	BANK DETAILS:	
a.	Bank Name	
b.	Branch Address	
c.	Account No	
d.	Type of Account (Current/Savings)	
e.	MICR No.	
f.	IFSC Code	

Date: Name of the Authorized Signatory

Place: Stamp & Signature


10. Special condition for Safety at the Work Site

The contractor will identify one of the supervisors for taking care of implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under:

1. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
2. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
3. No one is allowed to work without adequate foot protection.
4. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-coordinator insists eye protection has to be provided.
5. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
6. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
7. Adequate illumination at workplace shall be ensured before starting the job at night.
8. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
9. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
10. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
11. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
12. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
13. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
14. A tools and tackles inspection register must be maintained and updated regularly.
15. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.

16. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
17. No children shall be allowed to enter the workplace.
18. All the lifting tools and tackles shall be stored properly when not in use.
19. Clamps shall be used on Return cables to ensure proper earthing for welding works.
20. Return cables shall be used for earthing.
21. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
22. Proper eye washing facilities shall be made in areas where chemicals are handled.
23. Connectors and hose clamps are used for making welding hose connections.
24. All underground cables for supplying construction power shall be routed using conduit pipes.
25. Spill trays shall be used to contain the oil spills while transferring / storing them.
26. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.


**Registrar
IIT Patna**
